



**Kentucky Department of Financial Institutions
Securities Division**

1025 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601
Tel (502) 573-3390; Fax (502) 573-0184
Website: www.kfi.ky.gov

INTERNET WEB SITE OPERATOR SURETY BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

that _____, as Principal, of _____

(Applicants' Official Name)

(Applicants' Address)

_____ City of _____, County of _____

State of Kentucky, and _____ as Surety,
a corporation incorporated under the laws of _____, and licensed to transact
business in the State of Kentucky, are held and firmly bound unto the Commissioner, Department of
Financial Institutions, Commonwealth of Kentucky, as Oblige, in the penal sum of fifty thousand dollars
(\$50,000), the payment of which Principal and Surety jointly and severally bind themselves, their
successors, assigns, heirs, and legal representatives.

This obligation is being entered into because the Principal has made or is about to make
application to the Department of Financial Institutions for a registration to do business as an internet
web site operator in Kentucky pursuant to the provisions of KRS 292.411 and 292.412, the Kentucky
Intrastate Crowdfunding Exemption, as amended, and any regulations or orders promulgated
thereunder.

**SECTION ONE
CONDITION OF OBLIGATION**

- A. If Principal fully complies with the provisions of KRS 292.411 and 292.412 and with all regulations and orders promulgated thereunder, or if Principal fully satisfies and discharges any judgment or decree rendered against Principal by a court of competent jurisdiction in a suit brought by any aggrieved person in which it is found that Principal violated a provision of KRS 292.411 and 292.412, then this obligation shall be null and void, otherwise the obligation shall remain in full force and effect.
- B. In order for liability to attach to Surety, a suit, action, or administrative proceeding to enforce any liability on this bond must be brought within three (3) years from the date of the act upon which the suit or action is based.

**SECTION TWO
DURATION**

This obligation shall run continuously and shall remain in full force and effect until and unless the bond is terminated and canceled as provided herein or as otherwise provided by law.

**SECTION THREE
TERMINATION**

Surety may terminate its obligation hereunder by giving thirty (30) days written notice to Obligee and to Principal, but such notice shall not affect this agreement with respect to any obligation which may have arisen prior to the receipt of such notice by Obligee.

**SECTION FOUR
EXTENT OF LIABILITY**

The maximum amount of liability of surety by virtue of this obligation shall be no more than the penal sum specified in this obligation of fifty thousand dollars (\$50,000).

**SECTION FIVE
RECOVERY OF ATTORNEYS' FEES**

If any proceedings are brought to enforce the obligations agreed to herein, such reasonable attorneys' fees as the court may award shall be allowed to Obligee.

IN WITNESS WHEREOF, Principal and Surety have executed this bond at _____

(place of execution) on this _____ day of _____, 20____.

Name of Principal

BY: _____

Print Name & Title

(SEAL)

Name of Surety

BY: _____

Print Name & Title

(If Attorney-In-Fact, must attach valid Power of Attorney from Surety)

Address of Surety

STATE OF _____

COUNTY OF _____

Subscribed, acknowledged, and sworn to before me by _____

and _____ this _____ day of _____, 20____.

My Commission Expires: _____

NOTARY PUBLIC – STATE AT LARGE
NOTARY ID #: _____